

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

PLAINTIFF  
v.  
MARY T. COSMAN AND HARRY P. COSMAN  
Defendants

UNITED STATES DISTRICT COURT  
DISTRICT OF MASS  
CIVIL ACTION NO. 04-11046-RSG

**DEFENDANT MARY T. COSMAN'S REPLY TO  
DEFENDANT HARRY P. COSMAN'S CROSS-CLAIM**

Now comes Mary T. Cosman ("Mary"), a defendant in the above captioned action, and a defendant in cross-claim under a certain cross-claim brought by defendant, Harry P. Cosman ("Harry"), dated August 12, 2004, and responds to such cross-claim as follows:

1. Admitted.
2. Admitted. Further answering, Mary lives at 40 Winnepurkit Avenue, Lynn, Essex County, Massachusetts and not 40 Winnapurkit Avenue.
3. Admitted.
4. Admitted.
5. Mary admits that Harry is the brother of Robert J. Cosman ("Robert"). Mary further admits that Robert was employed by NStar and that he purchased life insurance coverage through NStar. Mary is without sufficient information to form a belief as to the remaining allegations set forth in this paragraph 5 and therefore denies same.
6. Mary is without sufficient information to form a belief as to the allegations set forth in this paragraph 6 and therefore denies same.
7. Mary is without sufficient information to form a belief as to the allegations set forth in this paragraph 7 and therefore denies same.

8. Mary is without sufficient information to form a belief as to the allegations set forth in this paragraph 8 and therefore denies same.

9. Mary admits that she is the appropriate party to receive the proceeds payable under such life insurance policy, and Mary denies the remaining allegations of this paragraph 9.

10. Denied.

11. Mary is without sufficient information to form a belief as to the allegations set forth in this paragraph 11 and therefore denies same.

12. Mary states that her divorce judgment and the Cosman Settlement Agreement of August 10, 1999 are documents that best speak for themselves. Further answering, Mary denies all remaining allegations in this paragraph 12.

13. Denied.

14. Denied.

15. Denied.

16. Denied.

FIRST AFFIRMATIVE DEFENSE

Mary states that she is the appropriate beneficiary under the life insurance policy that is the subject of this action, and that the proceeds should be paid directly and solely to Mary.

SECOND AFFIRMATIVE DEFENSE

Mary states that she has cooperated and is continuing to cooperate with the plaintiff in this action, Aetna Life Insurance Company ("Aetna") and that Aetna should be directed to pay the proceeds of the aforementioned life insurance policy directly and solely to Mary, and that Aetna should not be awarded its costs, expenses or attorneys' fees.

THIRD AFFIRMATIVE DEFENSE

Mary states that pursuant to the life insurance policy, which is the subject matter of this matter suit, Aetna has the discretionary authority to determine which beneficiaries are entitled to benefits. Mary further states that Aetna should properly exercise such authority to award all of the aforementioned proceeds to Mary.

WHEREFORE, Mary respectfully requests that this Honorable Court dismiss Harry's cross-claim against her, with prejudice.

Respectfully submitted,  
Mary T. Cosman, Defendant,  
By her attorneys,

*David McBride*

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David C. McBride, B.B.O. No. 326910  
19 Cherry Street  
Danvers, MA 01923  
(978) 777-7733

Thomas P. Callaghan, Jr., B.B.O. 070090  
Kelleher and Callaghan  
15 Ferry Street  
Malden, MA 02148  
(781) 322-9090

Dated: August 20, 2004

**CERTIFICATE OF SERVICE**

I, David C. McBride, attorney for the defendant, ~~Mary T. Cosman~~, hereby certify that I have this day served a copy of the foregoing Defendant Mary T. Cosman's Reply to Defendant Harry P. Cosman's Cross-claim, by mailing a copy of same, first class mail, postage prepaid, to the following counsel of record:

Edward P. O'Leary, Esq.  
Fitzhugh, Parker & Alvaro LLP  
155 Federal Street  
Boston, MA 02110

Georgia S. Curtis, Esq.  
Sims & Sims, LLP  
PO Box 7367  
Brockton, MA 02303

Signed this 20<sup>th</sup> day of August, 2004.



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David C. McBride